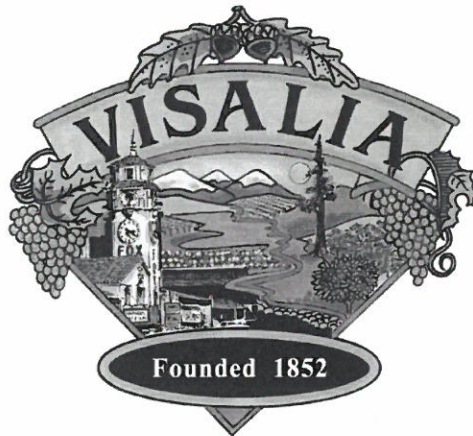


Memorandum of Understanding

**By and Between the City of Visalia and
Visalia Firefighters Association (IAFF Local 3719) –
(City of Visalia Employee Bargaining Unit Group G –
Paramedics, Firefighters, Fire Engineers, Fire Captains,
Firefighter Trainees, Firefighter Paramedics, Fire
Engineer Paramedics, Fire Captain Paramedics)**



July 1, 2024 – June 30, 2027

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ARTICLE 1: TERMS AND CONDITIONS

The Visalia Firefighters Association and their affiliates (herein referenced to as "Association") and representatives of the City of Visalia (herein referenced to as the "City") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Group "G" bargaining unit, have freely exchanged information, opinions and proposals and have reached agreement on the following matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510).

ARTICLE 2: AUTHORIZED AGENTS AND RECOGNITION

Section 1: Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

City of Visalia
City Manager or designee
220 N Santa Fe St
Visalia, CA 93292

Visalia Firefighters Association – Group "G"
Association President
PO Box 4465
Visalia, CA 93278

The Association shall be responsible for keeping current the name, address and telephone number of the designated representative and a list of persons authorized to act on its behalf or receive service in its name.

Section 2: Recognition

The City recognizes and expressly acknowledges the Association as the exclusive collective bargaining representative and employee organization for employees covered by this Memorandum of Understanding, the employees in Group "G." Represented classifications for Group "G" consist of full-time, regular, Paramedic, Firefighter Trainee, Firefighter, Firefighter Paramedic, Fire Engineer, Fire Engineer Paramedic, Fire Captain and Fire Captain Paramedic in the Visalia Fire Department.

ARTICLE 3: CITY RIGHTS

As defined in the Visalia Municipal Code, Section 2.40.050, the rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commission and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 4: ASSOCIATION RIGHTS

Section 1: Payroll Deductions

The regular dues of Group G members will be deducted from employees' paychecks under the following procedures:

1. Regular dues deduction shall be for a specified amount (currently \$50.00/pay period) and shall be made only upon the authorized, written request of the Association. Employee will submit requests to start or stop dues deductions directly to the Association. The Association is responsible for maintaining the dues deduction forms from individual employees. The Association shall verify that it has and will maintain individual employee authorizations; copies of an individual authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization. The Association shall notify the City about any change to an employee's dues deductions, including starting and stopping dues deductions. The notification shall be made by providing a certified list of the affected employee(s) and the action taken. The City shall implement such changes in the next available dues payment cycle after the City receives the notification. Employee requests to cancel or change Association dues deductions shall be directed to the Association. The City shall accept the information provided by the Association on employee members' dues deductions.
2. The regular dues deduction shall be made to a single, direct deposit account established and maintained by Association.
3. Group G members understand and agree the deduction, processed as a direct deposit, will only display on the individual wage statement with the bank name and amount. It will not appear in the deductions column of the wage statement.

4. CITY will not make any other deductions related to Group G membership (i.e., prepaid legal services), and those fees, if any, will be the responsibility of the affected Group G member to pay directly.
5. The Association agrees to indemnify and hold CITY harmless from any claims made by an employee challenging deductions or claims that otherwise arise as a result of an application of this Article.
6. Dues deductions processed via direct deposit will have no administration fees.

Section 2: Employee Rights

As defined in the Visalia Municipal Code, Section 2.40.040, employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations including, but not limited to, wages, hours and other terms and conditions of employment.

Employees of the City shall also have the right to refuse to join or participate in the activities of the employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organizations because of the exercise of these rights.

Section 3: Advance Notice

Except in cases of emergency as provided below in this section the Association, if affected, shall be given reasonable advance notice of ordinance, resolution, rule or regulation directly and primarily relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives. Circumstances generating such notice shall include any proposed change to job descriptions or reclassifications directly affecting classifications currently represented by the Association. In cases of emergency, the City shall make its best effort to notify the Association on the first business day after the emergency.

Section 4: Release Time

City employees who are official representatives of the Association shall be given reasonable time off with pay (at the regular hourly rate of pay in all instances) to attend formal meet and confer sessions, grievance or discipline meeting with management representatives. The Association shall notify the Employee Relations Officer of the names of the employees who are official representatives of the Association. Such representatives shall notify their supervisors in writing on the first business day after a meeting has been scheduled of the dates of

excused absences. This advance notice may be waived by the Employee Relations Officer. The number of employees excused for meet and confer sessions shall not exceed four (4). Time allowed off before and after scheduled negotiations shall be limited to two (2) hours respectively. Under no circumstances will overtime be paid for an employee's attendance at a negotiations session. Attendance at negotiations sessions that occur on an employee's day off or before or after regular work hours is strictly voluntary.

Members of this group shall be afforded one hundred and forty-four (144) hours per year in a "training bank" to be used in units of not less than four (4) hours, with no more than two employees off shift at any given time, for training related to Association business. Association members will be responsible for ensuring coverage of their own shifts well in advance of such time off, and the Department shall not incur overtime costs for covering such shifts.

ARTICLE 5: DISCRIMINATION

1. The parties agree that no person employed or applying for employment shall be discriminated against because of race, color, religion, disability, medical condition, national origin, ancestry, marital status, gender, sexual orientation, or age, except where such is determined to be a bona fide occupational qualification, after consideration of reasonable accommodation factors and relation to essential job duties of the provision.
2. Neither the City nor the Association shall interfere with, intimidate, coerce or discriminate against City employees who exercise their right to form, join or participate in the activities of the Association. Neither the City nor the Association shall interfere with, intimidate, coerce, or discriminate against City employees because they exercise their right not to form, join, or participate in the activities of the Association.

ARTICLE 6: WAGES AND OTHER RELATED ISSUES

Section 1: Salaries & Wages

- A. Salary ranges for all unit classifications shall be increased by six (6%) percent effective with the pay period beginning June 29, 2024.
- B. Salary ranges for all unit classifications shall be increased by four (4%) percent effective with the pay period that includes July 1, 2025.
- C. Salary ranges for all unit classifications shall be increased by two (2%) percent effective the pay period that includes July 1, 2026. In addition, a sales tax trigger (see language below) will be established to determine if an additional 2% salary (to a total of 4%) will be given.

Sales Tax Trigger: An additional 2% salary increase will be added to the agreed upon 2% for FY 26/27 if the City's General Fund Sales Tax Revenue for FY 25/26 is equal or greater than FY 22/23 Sales tax of \$46.6 million. The final number will not be determined for FY 25/26 until all Sales Tax payments have been distributed to Cities with the final payment being in September 2026. If the Sales Tax is \$46.6 million or more, the City will add the additional 2% wage increase starting in the first pay period in October 2026.

Section 2: Merit Increases

- A. The performance of each employee is reviewed annually, and overall performance and salary level shall be appraised, in detail. The merit of employee performance as reported on such appraisals will determine the salary increase to be given, if any. For all salary adjustments in this group, this process shall occur on or before June 30th.
- B. Employees who are being compensated at the top of the salary range for their classification are not eligible to receive merit increases.
- C. Employees are eligible to receive up to a five percent (5%) increase per year based upon the merit of their performance. This merit increase consideration allows an individual employee's salary to increase within the range established for his/her job classification.
- D. At this time, the General Compensation Policy, as it relates to the timing of merit raises, applies to all employees, whether or not they belong to a bargaining unit. Timing of merit raises is left to the discretion of the Department within the general bounds defined above, and in the General Compensation Policy.
- E. All other provisions of the General Compensation Policy shall apply to merit increases.

Section 3: Specialty/Incentive Pay

Employees assigned to the Hazmat Team shall receive 2% of base wages as specialty/incentive pay.

Section 4: Bilingual Pay

Association members are eligible for bilingual pay provided that they successfully demonstrate proficiency in a qualified foreign language. The City shall maintain and administer a testing process based upon accepted industry standards that allows an Association member to demonstrate proficiency in the language as it is used in everyday practice. Bilingual pay shall be \$900 per year calculated and

paid bi-weekly as part of regular payroll. Currently, the qualifying languages are Spanish and Laotian, and the dialects of Hmong, Lahu and Mien.

Section 5: Longevity Pay

Association members are eligible for longevity pay based on full-time years of service with City of Visalia, as a percentage of base wages as follows:

- a. 2.0% at 5+ years
- b. 2.0% at 10+ years
- c. 2.0% at 15+ years
- d. 2.0% at 20+ years

Prior full-time (excludes part-time, paid call, volunteer, reserve, seasonal, extra help, etc.) paid firefighting experience may be counted toward years of service in determining longevity pay.

ARTICLE 7: DAYS AND HOURS OF WORK; OVERTIME

Section 1: Work Schedule

- A. Appointing Authority: The appointing authority shall fix the hours of work with due regard for the convenience of the public and laws of the State and the City. The standard work schedule for shift personnel in the Fire Department shall be fifty-six (56) hours per week.
- B. Shift trades shall be allowed per Visalia Fire Department Standard Operational Guidelines (hereinafter referred to as "SOG") Lexipol Policy #1060. Any change to this SOG shall require the two parties to meet and confer.
- C. Paramedic classification is not subject to the 7K exemption. Any provisions contained in the MOU specific to employees who provide 24/7 coverage do not apply to the Paramedic classification. The Paramedic classification works a 7 day/40 hour FLSA work period, whose schedule is determined and subject to change by the Department, subject to collective bargaining as required by law.

Section 2: Administrative Assignment

Employees may be assigned by the Fire Chief to serve in an administrative staff assignment on a long-term and/or project specific basis. This assignment currently includes the Training and Recruit Academy, but is not limited to those assignments.

Prior to an administrative assignment being staffed, a specific job responsibility, job description and/or task list will be developed. The length in assignment will vary depending upon the assignment as established by the Fire Chief. The

typical commitment is 2 years or the duration of the academy. Intermittent coverage does not qualify.

While on an established administrative assignment (40-hour work week), the following provisions apply:

- Employee will receive an additional 3.9% salary above base pay for hours worked in the administrative assignment. This excludes hours worked covering a shift assignment.
- Employee will not receive holiday pay, but will receive time off on the designated holidays and floating holiday hours consistent with City policy.
- Employee is exempt from order back.
- If approved by the Fire Chief, the employee may work overtime to cover a shift assignment. Shift work overtime is compensated at the 56-hour work week rate and does not include the 3.9% specialty pay.
- Shift trades will be allowed one-way and must be banked. The Shift employee will not be allowed to work in the administrative assignment as a trade. Shift trades will be repaid after the employee returns to shift work. This agreement is solely between the employees and will be at no cost to the City of Visalia.
- Employee may be assigned a take home City vehicle. All provisions of the City's Vehicle Policy apply.
- Vacation time off is not required to be scheduled as part of the annual vacation selection process. Vacation time off must be approved in advance by the Fire Chief.
- No backfill will be implemented to staff the administrative assignment due to an absence.
- The FLSA work period is based on the 40-hour work week and begins on Saturday at 12:00 am and ends Friday at 11:59 pm.
- Participation in Strike Team assignments is allowed.

Compensation and Leave Adjustments/Conversions

Hourly Rate

The employee's current shift base biweekly rate (not including incentive pays) is divided by 80 hours to determine the base hourly rate for the 40-hour work week assignment. The additional 3.9% assignment pay is added to the base rate to determine the total hourly rate.

Sick Leave Balance Conversion and Accrual Rates

Sick leave balances are converted from the 56-hour shift to the 40-hour time base by dividing the employee's current shift sick leave balance by the shift accrual rate (5.54 hour per pay period). That amount is multiplied by the 40-hour sick leave accrual rate (3.69 per pay period) to determine the new sick leave balance. Example: An employee with a current sick leave balance of 100 hours would convert to a 40-hour balance as follows: $(100 \div 5.54) \times 3.69 = 66.61$ hours

Vacation Leave Balance Conversion and Accrual Rates

Vacation leave balances are converted from the 56-hour shift to the 40-hour time base by dividing the employee’s current shift vacation leave balance by the 56-hour pay period accrual rate. That amount is multiplied by the corresponding 40-hour pay period accrual rate for the new balance. Example: An employee with a current vacation balance of 120 hours accruing at 7 shifts per year would convert to a 40-hour balance as follows: $(120 \div 6.46) \times 4.31 = \underline{80.08 \text{ hours}}$

<i>Mos. of Service</i>	<i>40-Hour Administrative Assignment Vacation Accrual</i>		<i>56-Hour Shift Assignment Vacation Accrual</i>	
	<i>Days Accrued/ year</i>	<i>Accrual Rate/ pay period</i>	<i>Shifts Accrued/ year</i>	<i>Accrual Rate/ pay period</i>
0-12	10	3.07	5	4.62
13-36	11	3.38	6	5.54
37-96	14	4.31	7	6.46
97-132	17	5.23	8	7.38
133-179	18	5.53	9	8.31
180+	20	6.15	10	9.23

Section 3: 48/96 Schedule

The City has implemented a “48/96” work schedule. The City and Association agree:

Shifts shall be designated “A,” “B,” and “C.” Each working tour shall be forty-eight (48) hours’ duration. Tours shall commence at 0800 hours (8:00 am) and terminate at 0800 hours (8:00 am), 48 hours later.

The applicable work period for purposes of determining Fair Labor Standards Act (FLSA) overtime shall be a one-hundred eighty-two (182) hour, twenty-four (24) day work period. Employees on the 182 hour/24 day work period shall receive premium overtime compensation at the rate of one and one-half (1.5) times their “regular rate of pay,” for all time actually worked in excess of 182 hours worked in a 24-day work period. Pre-scheduled vacation hours will be counted as hours worked for the purposes of calculating overtime.

Sleep time while on duty shall be included in compensable hours of work.

The maximum allowable continuous work hours is capped at 96 hours, with a minimum 12-hour period thereafter before the employee returns to any duty. For emergency assignments, excluding order back, an exception to the maximum continuous duty may be approved by the Fire Chief or designee.

The City has adopted the 48/96 work schedule. The City reserves the right to annually review the effectiveness of the plan. If in the opinion of the City the 48/96 work schedule is detrimental to the efficient operation of the department, the City may revert back to the traditional Kelly schedule. To change the schedule, notice must be given by October 1 of each year, effecting the change as of the beginning of the new calendar year. In a like manner, the Fire Association may request that the City return to the Kelly schedule by October 1 for implementation the following January 1.

Section 4: Overtime

- A. Overtime shall be defined and calculated pursuant to the City of Visalia Personnel Policy #203, except as provided herein related to implementation of a 48/96 pilot program work schedule.
- B. Overtime for the Paramedic classification shall be defined and calculated pursuant to the City of Visalia Personnel Policy #202, except as provided herein.
- C. Pre-scheduled vacation hours shall be considered as time worked for the purposes of calculating overtime.
- D. Authorization: Supervisors approval to work overtime must be obtained prior to working overtime hours.

Section 5: Call-Back Compensation

As provided for in City of Visalia Personnel Policy #205 – Call Back Policy:

- A. When an employee returns to work because of a department request made after the employee has completed his/her normal work shift, the employee shall be credited with two (2) hours of pay plus any hours of work in excess of two (2) hours in which the employee is continuously engaged in work for which he/she was called back.
- B. "Call-back" time is overtime and shall be paid in accordance with overtime pay provisions described herein and in City of Visalia Personnel Policy #203.
- C. The two-hour minimum shall apply only when an employee is required to physically return to work (e.g. Leave home or another off duty location) in order to perform required duties. An employee who performs work after regular work hours, but who is not required to leave home, shall be compensated in accordance with overtime pay provisions.

Section 5: Acting Engineer/Acting Captain Pay

ACTING ENGINEER

- A. Purpose. When deemed necessary to maintain minimum staffing and prevent overtime, Firefighters will work as acting Fire Engineers.
- B. Criteria. In order for a Firefighter with the Visalia Fire Department to be eligible to work as an Acting Fire Engineer, and receive the out-of-classification pay, the Firefighter must first meet the following criteria:
1. Training

The Firefighter must successfully complete the Visalia Fire Department's Acting Engineer's Certification Course.

The Firefighter must be proficient in driving each type of apparatus in service within the Visalia Fire Department, including fire engines, airport crash/fire rescue vehicles, and ladder trucks.

The Firefighter must be proficient in the operation of fire pumps utilized by such vehicles as described above, and in the case of ladder trucks, be proficient in the smooth operation of the hydraulically controlled components used for fire suppression or victim rescue.
 2. License

The Firefighter must hold a Class B Driver's License from the California Department of Motor Vehicles.
 3. In-Service Training

Those individuals who are currently working as Acting Fire Engineers, and who have completed Visalia Fire Department's Acting Engineer Certification, are eligible to receive the out-of-classification pay provided they have fulfilled the 96-hour in-service requirement and can document such time from the Visalia Fire Department log books.
- C. Rotation. When a Firefighter is needed to work as an acting Fire Engineer, and the Firefighter on the affected crew has met the training criteria, he/she will work in the Acting Engineer position. If there is more than one qualified Firefighter on the affected crew, a rotation will be used to give all qualified personnel equal opportunity. If an Acting Engineer is needed and the Firefighter on the affected crew is not qualified, a qualified person will be moved to that crew at the discretion of the affected supervisors.
- D. Compensation. When a Firefighter serves as an acting Fire Engineer for twelve (12) or more hours in a given shift, he/she will be compensated at

the acting rate of 5% above base pay for those hours worked. However, if he/she serves in an acting capacity fewer than twelve (12) hours, he/she will not be compensated at the acting rate.

ACTING CAPTAIN

- A. Purpose. When deemed necessary to maintain minimum staffing and prevent overtime, Fire Engineers and/or Firefighters will work as acting Fire Captains.
- B. Criteria. In order for a Fire Engineer and/or Firefighter with the Visalia Fire Department to be eligible to work as an Acting Fire Captain and receive out-of-classification pay, the Fire Engineer and/or Firefighter must first meet the following criteria:
 - 1. Must successfully complete the Visalia Fire Department's Acting Captain Certification.
 - 2. Must then or have previously (documented) performed satisfactorily in the capacity of Acting Fire Captain for 180 hours.
 - 3. Must receive a recommendation from their Captain and Battalion Chief indicating that he/she should receive acting pay as he/she has the skills to provide the necessary supervisory responsibility.
- C. Rotation. When a Fire Engineer and/or Firefighter is needed to work as an Acting Fire Captain, and the Fire Engineer and/or Firefighter on the affected crew has met the training criteria, he/she will work in the Acting Captain position. If there is more than one qualified Fire Engineer and/or Firefighter on the affected crew, a rotation will be used to give all qualified personnel equal opportunity. If an Acting Captain is needed and the Fire Engineer and/or Firefighter on the affected crew is not qualified, a qualified person will be moved to that crew at the discretion of the affected supervisors.
- D. Compensation. When a Firefighter or Fire Engineer serves as an acting Fire Captain for twelve (12) or more hours in a given shift, he/she will be compensated at the acting rate of 5% above base pay for those hours worked. However, if he/she serves in an acting capacity fewer than twelve (12) hours, he/she will not be compensated at the acting rate.

Section 6: Return to Work

Return from week-long training – Employees returning to work from 5-day, out-of-town training assignments will return to regular shift work as follows:

- A. If the employee returns by or before 1300 hours on the day of his/her regularly scheduled shift, then the employee shall report to work by 2100 hours.
- B. If the employee returns to work after 1300 hours on the day of his/her regularly scheduled shift, then the employee shall report to work on the next regularly scheduled shift.

ARTICLE 8: FIREFIGHTER PARAMEDIC PROGRAM

Section 1: Program Duration

The Firefighter Paramedic Program is intended as an ongoing permanent function within the Fire Department and is being included as part of the MOU. It is understood that the Firefighter Paramedic Program will necessarily be subject to the same evaluation and maintenance process as other essential services within the organization.

Section 2: Paramedic Recruitment/Training/Certification Maintenance

- A. The City will hire Paramedics certified by Central California Emergency Medical Services Authority (CCEMSA)
- B. The City will bear the training costs necessary for all employees serving in a paramedic classification in the organization to maintain their certification, regardless of rank.

Section 3: Participation

Firefighters who attained status as regular employees on or before February 9, 2004 and participated in the implementation of the Paramedic Program and became a Firefighter-Paramedic shall have the right to revert to Firefighter, without penalty, should he/she choose to terminate his/her participation in the Paramedic Program. It is understood that an affected employee who reverts to his/her former position shall receive compensation and benefits commensurate with that former position.

Nothing in this section shall alter, prevent, diminish or otherwise affect the duties of management to properly evaluate, discipline or dismiss employees based on job performance.

Section 4: Compensation

- A. The salary range for the classification of Firefighter/Paramedic is established at 10% above that of Firefighter.

- B. The City will maintain a classification and job description of Fire Engineer/Paramedic. The salary range for this classification will be maintained at 5% above that of Fire Engineer.
- C. The Fire Department will use the Firefighter Paramedic classification in the primary caregiver role whenever possible. In the event that Firefighter Paramedic staffing is not available, the Fire Department will make every effort to use the Fire Engineer Paramedic classification in the primary caregiver role. In an effort to maintain the Fire Captain Paramedic in a command role on emergency scenes, the Fire Captain Paramedic will be used as a last resort in the primary paramedic role.

Section 5: Fire Captain Paramedics and Fire Captains

- A. The classification of Fire Captain-Paramedic is eliminated prospectively effective July 1, 2016. All employees hired into the classification of Fire Captain-Paramedic prior to that date will remain status quo.
- B. Future Fire Captains (employees who promote into the classification of Fire Captain after July 1, 2016 and have a paramedic license/certification) who wish to continue as a paramedic within established department standards may do so under the following conditions:
 - Employee will be allowed to take City offered paramedic classes as long as it does not create an overtime or backfill situation.
 - Employees will be required to maintain ACLS/PALS on their own time
 - It is the employee's responsibility to ensure all requirements are met to maintain a paramedic license/certification (State and local accreditation)
 - Employee must continuously maintain a valid paramedic license/certification; any lapse will result in permanent inability to function as a paramedic for the City of Visalia
 - City will allow tuition assistance to be used to pay for EMS continuing education classes within the current cap allowed
 - City will reimburse Fire Captains who maintain their paramedic license/certification an amount equivalent to the cost of EMT certification; City will allow tuition assistance to be used to pay for the remaining paramedic license/certification costs within the current cap allowed
 - Shall only be placed in a position of primary patient care when necessary
 - City will allow Fire Captains who are certified by the State of California as a paramedic to maintain local (CCEMSA) accreditation and to practice as a paramedic within established department standards and guidelines

ARTICLE 9: ALLOWANCES FOR WORK RELATED EXPENDITURES

Section 1: Uniforms and Uniform Maintenance

- A. The City shall provide the necessary uniforms, boots and safety equipment as needed to perform the job. Effective January 1, 2023, the City shall also provide uniform cleaning. For CalPERS defined classic employees, the City will report to CalPERS the monetary value (up to \$600 annually) for providing and maintaining the employee's required uniforms on an as earned basis.

ARTICLE 10: EMPLOYEE BENEFITS AND RETIREMENT

Section 1: Medical/Dental/Vision

- A. Medical, Dental and Vision benefits (including employee co-payments) in place shall remain in effect at their current levels, except as modified each plan year or as required by the IRS to maintain an HSA qualifying High Deductible plan. All unit employees shall continue to contribute for Medical insurance in accordance with the current contribution rate schedule based on the selected plan and dependent coverage, taken as a bi-weekly payroll deduction.
- B. In addition to the Medical plan costs which are shared between the City and employees, the City currently pays the full cost for Dental, Vision, Group Life Insurance, and Employee Assistance Program benefits. The City reserves the right to make changes to these benefits each plan year after consultation with the EHBC.
- C. Group "G" members agree to share increases in future Medical plan costs over the current cost by up to 50%. (Example: If the Medical plan annual renewal rate increase is 6%, the City's portion is 3% and the employee portion is 3%). In no case, however, will the employee cost sharing be increased more than 5% of the prior year's total Medical plan cost. (Example: If the Medical plan annual renewal rate increase is 11%, the City's portion is 6% and the employee portion is 5%). Any decreases to the Medical plan cost will be shared in a like manner.

PPO/EPO Medical Plans

The employee portion of increased Medical plan costs will be distributed equally between employee and dependent health care contributions (premiums) for the PPO and EPO plans unless otherwise negotiated. Any decreases in employee Medical plan costs shall be applied in a like manner. (Example: The employee portion of the Medical plan annual renewal rate increase = 3%. Current monthly cost for PPO/EPO plan is \$1,700. At 3% the employee portion of the increase = \$51 per month.

Distributed equally, employee premiums are increased \$25.50 per month and dependent premiums are increased \$25.50 per month.)

High Deductible Medical Plan

The employee portion of increased Medical plan costs will be distributed fully to the dependent health care contributions (premiums) for the High Deductible Medical plan unless otherwise negotiated. Any decreases in employee Medical plan costs shall be applied in a like manner.

- D. Group "G" agrees to participate in an Employee Health Benefits Committee (EHBC). The purpose of the EHBC is to cooperatively manage the City's Medical Benefits Plan by providing oversight on the plan's resources, remain fiscally sound, provide the best benefits available to employees given available resources, improve administration of the plan, and make appropriate recommendations for change as researched and considered by the Committee. The EHBC is made up of all bargaining groups and City management. The EHBC does not replace collective bargaining agreements. Employee representatives are only empowered to act to the extent authorized by their respective agreements.
- E. Increases in Medical plan costs may be offset via changes in the Medical plan benefits as confirmed by the plan's actuary, if agreed to by 4 of the 6 units (5 bargaining groups plus city management). In the event that approved plan changes exceed the employee cost increases, 75% of excess plan savings costs will be credited to the employees' contribution for Medical plan cost increases in the plan year in which the changes take effect.
- F. In the event total Medical plan cost (annual renewal rate) increases in any one year exceed 10% of the prior year's total Medical care cost, the EHBC will be given the opportunity to make changes in the Medical plan to realize a maximum 10% overall increase (5% City and 5% employee). If agreement cannot be reached by the EHBC on cost saving changes by July 31st for the upcoming plan year, the City has the ability to determine and implement Medical plan changes to attempt to reduce plan increases to no more than 10%. After making such changes, the formula outlined in Section C will be applied to determine premium rates for the upcoming plan year.
- G. The current spouse of a retiree of this group that survives said retiree will, upon the death of the retiree, be allowed to maintain the medical and vision coverage then afforded to retirees in accordance with the current contribution rate schedule so long as the spouse was covered at the time of the retiree's death. The surviving spouse shall not be allowed to add new dependents to the coverage.
- H. The City will provide and maintain a Section 125 Flexible Spending Account (FSA) Program as defined by, and in compliance with, the

Internal Revenue Code. Such plan shall allow Group "G" employees to take advantage of benefit tax deductions for insurance premiums, out-of-pocket medical expenses, dependent day care, and any other expense allowable under the plan.

All unit employees will automatically be enrolled to participate in the FSA, by having their employee health care contribution and dependent health care contribution run through this program as a pre-tax benefit, unless the employee specifically opts out of the program during the City's open enrollment period.

- I. During the term of the agreement, the parties agree to meet and confer regarding regular employee health screening evaluations and testing.

Section 2: California Public Employees Retirement System (PERS)

- A. For employees hired before February 26, 2011, the City shall maintain in effect the 3% @ 50 PERS Retirement Program with final compensation for PERS retirement purposes based on the single highest earning year. All employees hired into Group G on or after February 26, 2011 and prior to January 1, 2013 will be covered in the 3 % @ 55 PERS plan and final compensation for PERS retirement purposes will be calculated based on an average of the retiring employee's three highest earning years, rather than on the single highest earning year. Employees hired on or after January 1, 2013 who do not meet the definition of a CalPERS "classic" employee will be covered in the 2.7% @ 57 PERS plan and final compensation for PERS retirement purposes will be calculated based on an average of the three highest earning years.
- B. Employees who meet the definition of a CalPERS classic employee will continue to contribute the full employee PERS contribution of 9%. Effective with the pay period beginning August 10, 2013, these employees pay an additional 3% retirement contribution as cost sharing of the employer contribution for a total of 12%; however, the employee's total contribution will not exceed 12% unless required by legislation or negotiated otherwise in subsequent contracts.
- C. Employees hired on or after January 1, 2013 who do not meet the definition of a CalPERS classic employee will continue to contribute the employee PERS contribution equal to half the normal cost as defined by CalPERS. Effective with the pay period beginning August 10, 2013, these employees contribute an additional 3% retirement contribution as cost sharing of the employer contribution.
- D. The Paramedic classification participates in the CalPERS non-safety retirement. Currently, this is a 2% @ 62 for new members, and 2% @ 60 for classic members.

CalPERS classic members will continue to contribute 100% of the full CalPERS member contribution. Employees who are defined as “new members” under PEPRA will be subject to all applicable PEPRA provisions and will contribute a member contribution of 50% of the total normal cost of the retirement benefit as determined by CalPERS. In addition to the member contribution, Classic and PEPRA members pay 4% of the employer contribution as cost-sharing under Government Code section 20516(f).

- E. The City will continue to participate in the optional in-service death benefit (Pre-retirement Optional Settlement Death Benefit, section 21548) which provides the surviving spouse the same retirement benefit as if the employee had retired at the time of death.

Section 3: Long Term Disability Insurance

- A. By prior agreement, long term disability coverage is currently provided through the Association. Association members shall be responsible for all costs associated with this coverage. The Association shall assume full responsibility for this program and shall indemnify and hold harmless the City for any and all claims arising from the Association-provided long term disability program. (For reference, prior to the Association providing this coverage, the City paid \$28.00 per month per employee and the City increased group salaries by that amount at the time the Association assumed responsibility for providing the coverage.) The City and the Association may meet and confer during the term of the agreement should the Association desire for their members as a group to return to the City's coverage.

Section 4: Disability Avoidance Program

- A. The Disability Avoidance Program (DAP) was discontinued effective July 1, 2010 and corresponding health club membership paid by the City on behalf of employees was discontinued as of November 1, 2010.
- B. The chief shall have the discretion as to the maintenance and placement of exercise equipment at all Fire Department facilities.

ARTICLE 11: OTHER PAY AND PAID LEAVES

Section 1: Fire Certificate Pay

Group G employees holding and maintaining a Fire Officer or Company Officer Certificate (or who have completed the California State Fire Training courses required for the Company Officer Certificate) will be compensated at 3% of their base rate of pay.

Group G employees holding and maintaining a Chief Officer or Chief Fire Officer Certificate (or who have completed the California State Fire Training courses required for the Chief Fire Officer Certificate and formal education requirements) will be compensated an additional 2% (to a total of 5%) of their base rate of pay.

The Fire Chief will be responsible for verifying completion of all requirements in order to receive certificate pay. Course work completion does not replace department acting certification process.

Section 2: Holidays

The following days shall be designated official City holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Designated day in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	Designated Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

Non-shift City employees are granted one floating holiday per calendar year.

- A. Holiday leave shall be provided pursuant to City of Visalia Personnel Policy #303, except as noted herein.

Effective January 1, 2021, in lieu of the holidays and floating holidays recognized by the City, Association shift personnel (48/96 schedule) will receive 12.0 hours (5.5 annual shift days) of base pay plus applicable Fire Certificate pay in the pay period the holiday falls. Holiday pay will not be counted as work time for overtime purposes.

For employees who are assigned to a 40-hour work week schedule, holidays falling on a Saturday will be observed on the Friday immediately preceding the holiday, and holidays falling on a Sunday will be observed on the Monday immediately following the holiday. No additional holiday pay is granted for employees assigned a standard work schedule.

If an employee on a 40-hour work week schedule works on a holiday, they shall be paid for regular hours worked and 8 hours of holiday pay. For employees on a 40-hour work week schedule whose regularly scheduled day off falls on a day designated as a holiday, they shall be entitled to take an additional day (8 hours) off. The Department Head shall schedule this additional day (8 hours) off at the mutual convenience of the City and the

employee. The additional day off should be scheduled as close as possible to the holiday as practical.

ARTICLE 12: VACATION

Group “G” Employees receive vacation benefits consistent with the provisions of City of Visalia Personnel Policy #304.

Pursuant to Policy #304, employees who are required to work 24-hour shift assignments in the Fire Department accrue annual leave at the following rates:

Continuous Service		Accrual	Hrs Accrued Per Pay Pd
Months	Years		
0-12	0-1 year of service	5 shifts per year	4.62
13-36	2-3 years of service	6 shifts per year	5.54
37-96	4-8 years of service	7 shifts per year	6.46
97-132	9-11 years of service	8 shifts per year	7.38
133-179	12-15 years of service	9 shifts per year	8.31
180+	16 or more years of service	11 shifts per year	10.15

An employee will stop earning additional vacation leave once the employee reaches twice his/her annual accrual amount. No additional vacation leave will be earned until an employee’s vacation accumulation drops below twice the annual accrual amount.

New employees are eligible for vacation benefits after 6 months of service with preapproval of their supervisor.

Vacation leave accruals will be credited at the start of the pay period following the pay period earned.

ARTICLE 13: SICK LEAVE

Section 1: Sick Leave (excluding Paramedic Classification)

- A. Group “G” Bargaining Unit Employees receive sick leave time consistent with the provisions of the current City of Visalia Personnel Policy #305.
- B. Shift employees shall accrue one (1) shift of sick leave for every two (2) months of service – for a total of six (6) shifts per year. Shift employees may use five (5) shifts for personal leave as Personal Leave for family emergencies and/or illnesses.
- C. Employees must be employed for at least three (3) months in order to be eligible for the sick leave benefit.

- D. Except as otherwise provided in this agreement, all employee benefits will continue during sick leave under the same terms and conditions as if the employee were at work provided the employee has sufficient paid leave.
- E. After accumulating a total of more than four hundred eighty (480) hours of sick leave, a regular full-time employee in this group may elect to be paid at one-half (1/2) his/her regular rate of pay for a maximum of seventy-two (72) hours less any sick leave used during the designated year from November 1 to October 31. Payment of such sick leave buy-back will be included in the pay check received in the middle of December.
- F. Sick leave accruals will be credited at the start of the pay period following the pay period earned.

Section 2: Sick Leave Paramedic Classification

Employees holding the Paramedic classification are subject to the provisions of City of Visalia Personnel Policy #305a, notwithstanding the policy's exclusion of "Group G members." Regular full-time employees accrue up to 12 days (96 hours) of sick leave each year, of which 10 days (80 hours) may be used as personal leave for family emergencies and/or illness. This time is accrued at the rate of 3.692 hours per pay period. Sick leave may be accrued up to a maximum of four hundred and eighty (480) hours. The City will annually buy back all hours in excess of the cap at forty percent (40%) of the employee's rate of pay.

Section 3: Family Care & Medical Leave

The City will provide family and medical care leave for eligible employees, in accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and City of Visalia Personnel Policy #316.

ARTICLE 14: COMPENSATORY TIME OFF

The practice of providing 12 hours of compensatory time hours annually was eliminated as of January 1, 2011.

ARTICLE 15: PERSONNEL PRACTICES

Section 1: Probationary Period

The initial (new hire) probationary period for members of this group will be for twelve (12) months and otherwise subject to the provisions of the City of Visalia Personnel Policy #110. The probationary period applicable to promotional appointments shall remain at twelve (12) months.

Section 2: Safety Reporting Procedure

Safety reporting shall be conducted in accordance with the City's existing Injury and Illness Prevention Program.

Section 3: Drug Free Work Place

The City and Association agree that they are committed to providing and maintaining a drug free work place in accord with the Drug Free Work Place Act of 1988. It is understood that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and that violation of this provision will subject the employee to disciplinary action. It is also agreed that every reasonable effort will be made to inform employees about the dangers of drug abuse in the work place, the availability of any counseling or rehabilitation, as well as the Employee Assistance Program, and that disciplinary action may be imposed upon employees for drug abuse violations occurring in the work place or affecting work performance and/or safety.

Section 4: Jury Duty

The employee will receive his/her base pay for up to twenty days of jury duty service per calendar year. The City will continue the employee's regular paycheck. The employee will keep any monies received from jury duty and will supply documentation of jury time served to the Finance Department.

Procedure:

- A. The employee shall present to his/her supervisor, the initial subpoena or other document which gives instructions to report for jury empanelment upon receipt.
- B. Upon selection for jury duty, the employee shall notify his/her supervisor verbally, and advise him/her of the estimated length of the trial.
- C. Upon reporting for court duty, the employee shall notify the court that he/she wishes to waive any monies or stipend awarded by the court system for his/her service. However, the employee will be eligible to claim and receive the mileage reimbursement provided by the court system.
- D. The employee shall report for jury duty each day as instructed by the court. At times the employee may be released from jury service during normal working hours; when this is the case, the employee shall be required to be at work, when practical.
- E. The employee's supervisor may require an attendance slip verifying his/her actual days of service. If an attendance slip is required, it should be attached to the employee's time card to complete that record.

Section 5: Response Time Requirement

The public safety response time requirement outlined in City of Visalia Personnel Policy #104 is eliminated for Group G members.

Section 6: Administrative Hearing Procedure

The following language amends City of Visalia Discipline Policy #116, Section VIII, bulleted items 3 and 4. All other portions of Discipline Policy #116 shall remain in effect as written:

- The Hearing shall be set for the earliest mutually agreeable date, which shall not be less than ten (10) calendar days or more than sixty (60) calendar days from the date the request for appeal was received. These timeframes are firm, and the parties are expected to regard these dates as dates certain. In the event a hearing date is not agreed upon within ten (10) calendar days from the date the request for appeal was received, the City shall unilaterally schedule the hearing date within the next sixty (60) calendar days.
- The parties shall mutually select the Hearing Officer from the Mediator Referral List posted on the Tulare County Superior Court website. Starting with the employee's side, each party shall strike the name of one Hearing Officer. The Hearing Officer remaining after the striking process will be deemed the selected Hearing Officer. If the Hearing Officer mutually selected by the parties to hear the appeal is not available to conduct the Hearing within the time period specified, the parties shall select another Hearing Officer using the same process or upon mutual agreement. The parties shall have 5 working days to start to strike names. If the employee fails to timely engage in the striking process, they will be considered to have waived their right to strike names and the City shall appoint a Hearing Officer from the list who is able to conduct the hearing within sixty (60) calendar days.

ARTICLE 16: DIRECT DEPOSIT

The City of Visalia requires employees to participate in direct deposit for payroll purposes, and all payroll checks will be paid via direct deposit.

ARTICLE 17: GRIEVANCE PROCEDURE

I. PURPOSE

To resolve conflict and to provide an appeal process for any regular full-time or regular part-time employee who feels that he or she has been personally adversely affected by the interpretation, application or

administration of this Memorandum of Understanding of the City of Visalia Personnel Policy Guidelines.

Matters which are not subject to the Grievance Policy include the following:

- Discipline, including reprimand, suspension, demotion and discharge.
- Any defenses to discipline, such as an alleged failure to follow City Corrective Counseling (Discipline) procedures [such defenses must be raised in the appropriate disciplinary proceeding, and may not be separately grieved].
- Complaints concerning equal employment opportunity, affirmative action, or sexual harassment, which are subject to the procedures in the City of Visalia Personnel Policies #101 and #120.
- Other matters for which a specific method of review is provided by law, by the rules and regulations of the City Council or by administrative regulations and procedures of this City are not within the scope of this Grievance Policy.
- Matters of concern to an employee which are not eligible for the procedures set forth in either City of Visalia Personnel Policy #101 Equal Employment Opportunity/Affirmative Action, Policy #116 Corrective Counseling Policy (Discipline), Policy #117 Grievance Policy or Policy #120 Sexual Harassment, may be addressed to the Human Resources Director or his/her designee.

II. COVERAGE

Any regular full-time employee (including any promoted probationary employee) who wishes to appeal management decisions made relative to interpretation or administration of the aforementioned areas, may do so in accordance with the provisions of this article.

A probationary employee may not file a grievance under this article, except that a probationary employee who feels personally adversely affected by the application specifically of probationary rules and/or policies to himself or herself can grieve such rule or policy application in accordance with this article.

III. DEFINITIONS

A. Grievance

A Grievance is an allegation by an employee that he/she has been personally adversely affected by the interpretation, application or administration of this Memorandum of Understanding or the City of Visalia Personnel Policy Guidelines.

B. Grievant

A Grievant may be any regular full-time or regular part-time employee of the City of Visalia.

C. Immediate Supervisor

An Immediate Supervisor is the lowest level administrator having immediate jurisdiction over the Grievant.

IV. PROCEDURE

A. Informal Level

Prior to filing a formal Grievance, that Grievant must attempt to resolve the matter informally. This informal process should begin with an informal conference between the Grievant and the Immediate Supervisor within ten (10) calendar days of the alleged incident giving rise to the Grievance.

B. Formal Level

1. Level I – Supervisor Review

If the Grievance is not resolved informally, the Grievant shall present the relevant facts in writing to the Immediate Supervisor within ten (10) calendar days of the date of the informal conference.

The Grievance should clearly state:

- 1) The facts of the Grievance,
- 2) The basis for the Grievant's objection,
- 3) The remedy desired.

The supervisor shall communicate a decision in writing to the Grievant within ten (10) calendar days from the date the Grievance was received by the Supervisor. Within the above time limits, either party may request a meeting, with the other, to discuss or clarify any facts/concerns regarding the Grievance.

2. Level II – Department Head Review

In the event the Grievant is not satisfied with the decision of the Supervisor, an appeal may be made to the Department Head within ten (10) calendar days from the date the decision was rendered. Such appeal must be made in writing and include; 1) a copy of the original Grievance, 2) a copy of the decision rendered, and 3) a concise statement of the reasons for the appeal.

The Department Head shall communicate a decision in writing to the Grievant within ten (10) calendar days from receipt of the appeal by the Department Head. Within the above time limits, either party may request a meeting, with the other, to discuss or clarify any facts/concerns regarding the Grievance.

3. Level III – Mediation Step

If the Grievance is not resolved after Level II, as an alternative to proceeding directly to Level IV, City Manager decision, the Grievance may be submitted to mediation. A request for mediation may be presented in writing to the Human Resource Manager within ten (10) calendar days from the date a decision was rendered at Level II. As soon as practicable thereafter, or as otherwise agreed to by the parties, a mediator shall hear and attempt to mediate a resolution to the Grievance. A request for mediation will automatically suspend the normal processing of a Grievance until the mediation process is completed. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory to the City Manager. State Mediation and Conciliation Service shall be utilized for this mediation process.

4. Level IV – City Manager Decision

If the Grievance is not resolved in the mediation step (Level III) the City Manager (or designee) may render a decision solely on the basis of a review of the record; or may arrange a meeting between those affected before rendering within twenty (20) calendar days of notification that the mediation step was unsuccessful.

ARTICLE 18: EDUCATIONAL/TUITION ASSISTANCE PROGRAM

As set forth in City of Visalia Personnel Policy #312, the City provides educational/tuition assistance to its regular employees for the purpose of continuing education. The City will provide up to \$1,500 per fiscal year per employee for courses taken in pursuit of a Bachelor's degree or higher. Up to \$1,200 of that amount may be used to help defray education expenses for other course work and training for career development. Up to \$600 may be used for lodging expenses necessary for out-of-town training. The maximum total amount reimbursed in a fiscal year will be \$1,500.

ARTICLE 19: PEACEFUL PERFORMANCE CLAUSE

The parties hereto recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Visalia.

In the event of any work stoppage, during the term of this agreement, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be personally served upon the City. In the event of any work stoppage, the Association shall promptly and in good faith perform the obligations of this paragraph, and providing the Association had not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of the provision. However, the City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

ARTICLE 20: MAINTENANCE OF BENEFITS

Except as provided or noted herein, all rights and all benefits which are presently enjoyed by all affected employees of this group, within the scope of representation, shall remain in full force and effect during the term of this agreement, unless modified through an amendment to this agreement, or until a new Memorandum of Understanding is agreed upon.

ARTICLE 21: FULL UNDERSTANDING, MODIFICATION, WAIVER

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 22: SEPARABILITY

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not affect the validity of the remaining provisions except to the extent permitted by law, and all other provisions will continue in full force and effect.

ARTICLE 23: TERM OF CONTRACT

This Memorandum of Understanding shall be for a period of three (3) years commencing on July 1, 2024 and ending on June 30, 2027. The parties agree to commence negotiations on the successor agreement no less than sixty (60) days prior to the expiration date of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below

FOR THE CITY OF VISALIA

FOR THE ASSOCIATION-GROUP "G"

By:


Leslie Caviglia, City Manager

By:


Zachary DeMoss, Vice President

Dated:

7-24-24

Dated:
